

A. G. Contract No KR98 0511TRN
ADOT ECS File: JPA 98-29
Project: HURF Advance
Section: Willow Creek Road
TRACS NO : HF003 01C

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 26 AUGUST, 1998, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and YAVAPAI COUNTY acting by and through its BOARD OF SUPERVISORS (the "County")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-6993(G) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State Transportation Board has approved the advance of \$900,000.00 in Highway User Revenue Funds (HURF) to the County for construction of improvements to the county road Willow Creek Road, and such funds will be repaid to the State by withholding from the Northern Arizona Council of Governments (NACOG) federal funds and the obligation authority for federal funds in the amount of \$1,000,000.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO. 22624
Filed with the Secretary of State
Date Filed: 08/26/98
Betsy Bayless
Secretary of State
By Henry D. Greenwald

II. SCOPE OF WORK

1. The County will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State for thirty percent of the project cost at the start of construction.

d. Invoice the State for thirty percent of the project cost at the thirty percent and sixty percent project completion stages.

e. Upon completion, approve and accept the project as complete and provide maintenance.

f. Invoice the State for ten percent of the project cost at the one hundred percent project completion stage after final project review is completed by NACOG representatives and State ADOT representatives.

2. The State will:

a. Within 30 days after receipt and approval of an invoice, advance the County HURF funds in accordance with paragraph II.1.c., d. and f. above.

b. Withhold from NACOG, federal funds and the obligation authority of federal funds in the amount of \$1,000,000.00.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.
4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Yavapai County
Director for Civil Works
1100 Commerce Dr.
Prescott, AZ 86301


8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
BILL FELDMEIER, Chairman
Board of Supervisors

By 
JAY KLAGGE, Director
Transportation Planning

ATTEST

By 
BEV STADDON
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 11th day of March 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Yavapai County, for the purpose of defining responsibilities for the advance of HURF funds for the design, construction and maintenance of improvements to Willow Creek Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, acting Manager
Engineering Technical Group

for MARY E. PETERS, Director

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY)
) ss.
ARIZONA)

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: June 1, 1998.

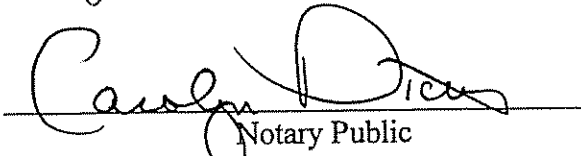
The entry in the said minutes:

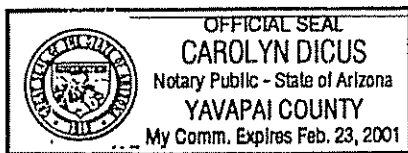
Consent Agenda for Board of Supervisors: Unless otherwise noted, all items were approved by unanimous vote of those present. Motion by Supervisor Brownlow, second by Vice Chairman Davis. ... 6.a Approve Intergovernmental Agreement between the State of Arizona and Yavapai County regarding half-cent construction project on Willow Creek Road. After Public Works Director Richard Straub explained that this would involve HURF monies being used for a half-cent sales tax project and that it would allow the County to save approximately \$200,000 on this project, Supervisor Brownlow moved to approve the request. Vice Chairman Davis seconded the motion, which carried by unanimous vote of those present. No comments from the public.


Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me June 9, 19 98.

My Commission Expires:

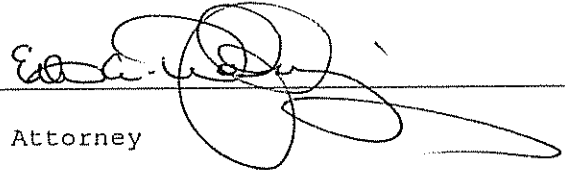

Notary Public



APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YAVAPAI COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this _____ day of _____, 1998.



County Attorney

State of Arizona
Senate
Forty-third Legislature
First Regular Session
1997

FILED

Jane Dee Hull
Secretary of State

CHAPTER 60

SENATE BILL 1008

AN ACT

AMENDING SECTION 28-6993, ARIZONA REVISED STATUTES; RELATING TO THE STATE HIGHWAY FUND; PROVIDING FOR CONDITIONAL ENACTMENT.

Be it enacted by the Legislature of the State of Arizona:

Section 1. Section 28-6993, Arizona Revised Statutes, is amended to read:

28-6993. State highway fund; authorized uses

A. Except as provided in subsection B of this section and section 28-6538, the state highway fund shall be used for any of the following purposes in strict conformity with and subject to the budget as provided by this section and by sections 28-6997 through 28-7003:

1. To pay salaries, wages, necessary travel expenses and other expenses of officers and employees of the department and the incidental office expenses, including telegraph, telephone, postal and express charges and printing, stationery and advertising expenses.

2. To pay for both:

(a) Equipment, supplies, machines, tools, department offices and laboratories established by the department.

(b) The construction and repair of buildings or yards of the department.

3. To pay the cost of both:

(a) Engineering, construction, improvement and maintenance of state highways and parts of highways forming state routes.

(b) Highways under cooperative agreements with the United States that are entered into pursuant to this chapter and an act of Congress providing for the construction of rural post roads.

1 4. To pay land damages incurred by reason of establishing, opening,
2 altering, relocating, widening or abandoning portions of a state route or
3 state highway.

4 5. To reimburse the department revolving account.

5 6. To pay premiums on authorized indemnity bonds and on compensation
6 insurance under the workers' compensation act.

7 7. To defray lawful expenses and costs required to administer and
8 carry out the intent, purposes and provisions of this title and to pay lawful
9 bills and charges incurred by the state engineer.

10 8. To acquire, construct or improve entry roads to state parks or
11 roads within state parks.

12 9. To acquire, construct or improve entry roads to state prisons.

13 10. To pay the cost of relocating a utility facility pursuant to
14 section 28-7156.

15 11. For the purposes provided in subsections C, D, E and F of this
16 section and sections 28-1143, 28-2010, 28-2353 and 28-3003.

17 B. For each of the following fiscal years, the department shall
18 allocate and the state treasurer shall distribute monies in the state highway
19 fund to the department of public safety for funding a portion of highway
20 patrol costs in eight installments in each of the first eight months of a
21 fiscal year that do not exceed:

22 1. For the 1997-1998 fiscal year, fifteen million dollars.

23 2. For the 1998-1999 fiscal year, twelve million five hundred thousand
24 dollars.

25 3. For the 1999-2000 fiscal year and for all subsequent fiscal years,
26 ten million dollars.

27 C. Subject to legislative appropriation, the director shall use the
28 monies in the state highway fund as prescribed in section 28-6991, paragraph
29 12 for processing the application and for the criminal background
30 investigations required pursuant to chapters 10 and 13 of this title.

31 D. Subject to legislative appropriation, the department may use the
32 monies in the state highway fund as prescribed in section 28-6991, paragraph
33 13 to carry out the duties imposed by this title for registration or titling
34 of vehicles, to operate joint title, registration and driver licensing
35 offices, to cover the administrative costs of issuing the air quality
36 compliance sticker, modifying the year validating tab and issuing the
37 windshield sticker and to cover expenses and costs in issuing special plates
38 pursuant to sections 28-2404, AND 28-2412, ~~28-2413, 28-2414, 28-2415 and~~
39 THROUGH 28-2416.

40 E. The department shall use monies deposited in the state highway fund
41 pursuant to chapter 5, article 5 of this title only as prescribed by that
42 article.

43 F. Monies deposited in the state highway fund pursuant to section
44 28-2269 shall be used only as prescribed by that section.

1 G. THE DEPARTMENT MAY EXCHANGE MONIES DISTRIBUTED TO THE STATE HIGHWAY
2 FUND PURSUANT TO SECTION 28-6538, SUBSECTION A, PARAGRAPH 1 FOR LOCAL
3 GOVERNMENT SURFACE TRANSPORTATION PROGRAM FEDERAL MONIES SUBALLOCATED TO
4 COUNCILS OF GOVERNMENT AND METROPOLITAN PLANNING ORGANIZATIONS IN COUNTIES
5 WITH A POPULATION OF FOUR HUNDRED THOUSAND PERSONS OR LESS IF THE LOCAL
6 GOVERNMENT SCHEDULED TO RECEIVE THE FEDERAL MONIES CONCURS. AN EXCHANGE OF
7 STATE HIGHWAY FUND MONIES PURSUANT TO THIS SUBSECTION SHALL BE IN AN AMOUNT
8 THAT IS AT LEAST EQUAL TO NINETY PER CENT OF THE FEDERAL OBLIGATION AUTHORITY
9 THAT EXISTS IN THE PROJECT FOR WHICH THE EXCHANGE IS PROPOSED.

10 Sec. 2. Conditional enactment

11 Because this act amends a section of the Arizona Revised Statutes as
12 amended by Senate Bill 1009 (title 28 rewrite; conforming legislation), this
13 act is effective from and after September 30, 1997 only if Senate Bill 1009,
14 forty-third legislature, first regular session, relating to transportation,
15 is enacted into law.

APPROVED BY THE GOVERNOR APRIL 8 1997.

FILED IN THE OFFICE OF THE SECRETARY OF STATE APRIL 8TH 1997.



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2997

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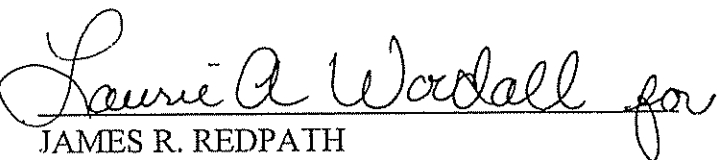
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-0511TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE August 19, 1998.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/14603

Enc.